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Honorable Paul B. Snyder
FILED ✓Chapter 11
LODGED _____
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APR 29 2010

MARK L. HATCHER
CLERK U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA
DEPUTY

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

In re

Case No. 10-42279-PBS

LIQUIDATION OUTLET, INC.,

Debtor.

**ORDER AUTHORIZING (i) SALE,
AT AUCTION, OF SUBSTANTIALLY
ALL OF DEBTOR'S ASSETS FREE
AND CLEAR OF LIENS; (ii) THE
ASSET PURCHASE AGREEMENT;
(iii) THE AGENCY AGREEMENT;
(iv) BIDDING, NOTICE AND SALE
PROCEDURES; AND (v)
ADDITIONAL RELIEF**

THIS MATTER having come before the Court upon motion (the "**Sale Motion**")¹ filed by the above-captioned debtor and debtor-in-possession (the "**Debtor**") on March 25, 2010 in this case for entry of an order (A) approving the sale, at auction (the "**Sale**"), of substantially all of Debtor's assets (the "**Acquired Assets**") free and clear of all liens, claims, encumbrances, and other interests pursuant to sections 105 and 363(b), (f), and (m) and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") to Hilco Merchant Resources, LLC ("**Purchaser**") pursuant to the Asset Purchase

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-PBS) - 1

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1 Agreement dated April 28, 2010 by and between Debtor and Purchaser, a copy of
2 which is attached hereto as Exhibit A (the "**APA**"); (B) authorizing Debtor to close
3 certain store locations pursuant to the terms of the APA and the Agency
4 Agreement, a copy of which is attached hereto as Exhibit B (the "**Agency**
5 **Agreement**"), and (C) granting related relief; and the Court having considered the
6 Sale Motion, the Declaration of Gary Woodring in support of Debtor's first day
7 motions and orders, the exhibits attached thereto ("**Woodring Declaration**") and
8 the APA and Agency Agreement, and having conducted a hearing on April 8, 2010
9 (the "**Bid Procedures Hearing**"), and having conducted a hearing on April 29,
10 2010 on this Sale Order (the "**Sale Hearing**", and together with the Bid Procedures
11 Hearing, the "**Hearings**"); and in accordance with Rules 2002, 4001(b), (c), and
12 (d), and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy**
13 **Rules**"), due and proper notice of the Sale Motion and the Sale Hearing having
14 been given; and it appearing that approval of the Sale Motion is necessary to
15 avoid immediate and irreparable harm to Debtor and otherwise is fair and
16 reasonable and in the best interests of Debtor, its creditors, its estate and its
17 equity holders, and is essential for the continued operation of Debtor's businesses;
18 and all objections, if any, to the entry of this Sale Order having been withdrawn,
19 resolved or overruled by the Court; and after due deliberation and consideration,
20 and for good and sufficient cause appearing therefore:

21 **BASED UPON THE RECORD ESTABLISHED AT THE SALE HEARING**
22 **BY DEBTOR, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF**
23 **FACT AND CONCLUSIONS OF LAW:**

24 A. **Petition Date.** On March 25, 2010 (the "Petition Date"), Debtor filed
25 a voluntary petition under chapter 11 of the Bankruptcy Code with the United
26 States Bankruptcy Court for the District of Washington in Tacoma (the "Bankruptcy

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 2

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1 Case"). Debtor has continued in the management and operation of its business
2 and property as debtor-in-possession pursuant to sections 1107 and 1108 of the
3 Bankruptcy Code. No trustee or examiner has been appointed in this case.

4 B. **Jurisdiction and Venue.** This Court has jurisdiction over these
5 proceedings, pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and
6 property affected hereby. Consideration of the Sale Motion constitutes a core
7 proceeding under 28 U.S.C. § 157(b)(2). Venue for the Bankruptcy Case and
8 proceedings on the Sale Motion is proper in this district pursuant to 28 U.S.C. §§
9 1408 and 1409.

10 C. An official committee of unsecured creditors has been appointed in
11 the Bankruptcy Case and is represented by counsel.

12 D. Debtor and LOI Capital, LLC (the "**DIP Lender**") are parties to a
13 certain Debtor-in-Possession Credit and Security Agreement ("**DIP Loan**
14 **Agreement**") which is being heard simultaneously with the Sale Motion, pursuant
15 to which the DIP Lender, has agreed to make advances to Debtor in an aggregate
16 amount not to exceed \$2,000,000. Further, the DIP Lender made a loan to the
17 Debtor in the principal amount of \$150,000 prior to the filing of this Bankruptcy
18 Case (the "**Purchase Prepetition Loan**"), which loan was secured by a second
19 priority lien on all or substantially all of the assets of the Debtor, subject to the first
20 priority lien and security interest in such assets in favor of U.S. Bank. As further
21 provided in the motion filed by the Debtor for approval of the DIP Loan Agreement
22 and the financing thereunder, it is contemplated that funds made available to the
23 Debtor under the DIP Loan Agreement were used, in part, to repay in full the
24 outstanding pre-petition amounts owed to U.S. Bank and the DIP Lender.

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ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 3

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1 E. The sale of Debtor's assets to Purchaser pursuant to the terms of the
2 APA is in the best interests of Debtor, its estate, its creditors, and other parties in
3 interest.

4 F. It is a condition of the Purchaser's willingness to consummate the
5 transactions contemplated by the APA, that Purchaser may, pursuant to the APA,
6 from time to time designate the APA and the Agency Agreement; and
7 consequently, the closure of such locations as provided in the APA and the
8 Agency Agreement is in the best interests of Debtor, its estate, its creditors, and
9 other parties in interest.

10 G. Debtor has advanced sound business reasons for seeking to enter
11 into the APA and the Agency Agreement, as set forth in the Sale Motion and at the
12 Sale Hearing, and entering into the APA and the Agency Agreement is a
13 reasonable exercise of Debtor's business judgment and in the best interests of
14 Debtor and its estate.

15 H. If applicable, the conduct of the Store Closing Sales (as defined in
16 the APA) pursuant to the Agency Agreement will provide an efficient means for
17 Debtor to dispose of the Liquidation Merchandise located in the Designated
18 Liquidation Locations (as such terms are defined in the APA).

19 I. Debtor has undertaken significant marketing of the Acquired Assets.
20 The APA is a direct result of the marketing efforts of Debtor and represents the
21 highest and best offer for the Acquired Assets. Purchaser has acted in "good faith"
22 within the meaning of Bankruptcy Code section 363(m). Purchaser is not an
23 insider of Debtor as that term is defined in Bankruptcy Code section 363(n).
24 Neither Debtor nor Purchaser has engaged in any conduct that would cause or
25 permit the Agency Agreement to be avoided pursuant to Bankruptcy Code section
26 363(n). Purchaser has disclosed that Purchaser is a secured creditor of the

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 4

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1 Debtor, pursuant to the Purchaser Prepetition Loan, and that Purchaser intends to
2 provide debtor in possession financing to the Debtor pursuant to the DIP Loan
3 Agreement, subject to approval of the Bankruptcy Court.

4 J. The APA and the Agency Agreement were negotiated, proposed,
5 and entered into by Purchaser and Debtor without collusion, in good faith, from
6 arm's length bargaining positions.

7 K. The entry of this Order is in the best interest of Debtor and its estate,
8 creditors, and interest holders and all other parties in interest herein.

9 Based on the foregoing, and upon the record made before this Court at the
10 Hearing to approve the Sale that is subject of this Order, and good and sufficient
11 cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND**
12 **DECREEED THAT:**

13 1. The Sale Motion is granted in its entirety subject to the terms and
14 conditions set forth in the APA and Agency Agreement attached hereto as Exhibit
15 A and Exhibit B, respectively;

16 **Sale of the Acquired Assets**

17 2. The relief requested in the Sale Motion is GRANTED with respect to
18 the Sale of the Acquired Assets, to Purchaser, as set forth herein and in the APA.

19 3. All objections to the Sale Motion or the relief requested therein that
20 have not been withdrawn, waived or settled (either by the terms of this Order,
21 announced to the Court at the Sale Hearing and/or by stipulation filed with the
22 Court), and all reservations of rights included in such objections are hereby
23 overruled and denied on the merits to the extent such objections or reservations
24 have not been otherwise explicitly satisfied, reserved or adequately provided for in
25 this Order.

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ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 5

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1 4. The APA is hereby approved in all respects, and shall be deemed in
2 full force and effect, binding and benefiting Debtor and Purchaser.

3 5. Debtor and Purchaser are authorized, empowered and directed,
4 pursuant to sections 105, 363 and 365 of the Bankruptcy Code, to execute and
5 deliver the APA and the other agreements contemplated thereby (including the
6 Agency Agreement), and to implement and consummate all of the transactions
7 and perform all obligations contemplated by the APA, including without limitation,
8 (i) to sell and transfer the Acquired Assets to Purchaser on the terms of the APA,
9 for the Purchase Price (as defined in the APA) and other consideration set forth
10 therein, and determined in accordance with the APA, (ii) to permit Purchaser from
11 time to time to designate for closure any or all of the Debtor's retail store and
12 distribution center locations pursuant to the terms of the APA and the Agency
13 Agreement, and (iii) to permit Purchaser to cause Debtor to assume and assign
14 any or all of Debtor's Real Property Leases and Executory Contracts (as such
15 terms are defined in the APA) to Purchaser or Purchaser's designee(s).

16 6. Debtor, Purchaser, and all other necessary parties are hereby
17 authorized and directed to take all such actions and execute any agreements that
18 shall be necessary to consummate and give effect to the APA without further order
19 of the Court.

20 7. Upon the Closing, and payment of the Initial Cash Payment (as
21 defined in the APA), Purchaser shall take title to and possession of the Acquired
22 Assets free and clear of all liens, claims and interests (subject to Purchaser's
23 obligation to make the Remaining Cash Payment to the Debtor (as defined in the
24 APA). Pursuant to section 363(f) of the Bankruptcy Code and the APA, the
25 transfer of title to the Acquired Assets shall be free and clear of any lien, claim or
26 interest in or against the Acquired Assets. All interests shall attach solely to the

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 6

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1 Purchase Price payable to Purchaser, with the same extent, validity, priority and
2 perfection as they attached to the Acquired Assets immediately prior to the
3 Closing.

4 8. This Order shall be binding in all respects upon Debtor, its estate, all
5 creditors of, and holders of equity interests in, Debtor (whether known or
6 unknown), any holders of interests in the Acquired Assets, Purchaser, all
7 successors and assigns of Purchaser, the Acquired Assets and any trustees, if
8 any, subsequently appointed in Debtor's chapter 11 case or a chapter 7 case.

9 This Order and the APA shall inure to the benefit of Debtor, its estate, its
10 creditors, and Purchaser, and their respective successors and assigns.

11 9. All entities that are in possession of some or all of the Acquired
12 Assets on the Closing Date are directed to surrender possession of such Acquired
13 Assets to Purchaser or its assignee at the Closing.

14 10. Except as otherwise expressly provided for in this Order or the APA
15 or Agency Agreement, Purchaser shall not have any liability or responsibility for
16 any liability or other obligation of Debtor, including without limitation, arising under
17 or related to the Acquired Assets, for any period of time prior to the Closing Date.
18 Without limiting the generality of the foregoing, and except for Assumed Liabilities
19 (as defined in the APA) and as otherwise specifically provided herein or in the APA
20 or the Agency Agreement, Purchaser shall not be liable for any claims against
21 Debtor or any of its predecessors or affiliates, whether known or unknown as of
22 the Closing, now existing or hereafter arising, whether fixed or contingent, with
23 respect to Debtor or any obligations of Debtor arising prior to the Closing, whether
24 relating to or arising out of the Acquired Assets or otherwise.

25 11. To the extent the Purchaser designates a lease for assumption for
26 which the Debtor and the non-debtor party to the lease do not agree with respect
to the Cure Amount, the matter will be resolved as part of the Debtor's motion to
assume and assign the lease under Bankruptcy Code § 365.

12. [Intentionally Blank]

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 7

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1 13. Debtor's decision to assume and assign Executory Contracts is
2 subject to Court approval and consummation of the Sale. Absent
3 consummation of the Sale, each of the Executory Contracts scheduled to
4 be assumed and assigned as part of the sale shall neither be deemed
5 assumed nor assigned and shall in all respects be subject to further
6 administration under the Bankruptcy Code.

7 14. Except to the extent a Successful Bidder/assignee agrees otherwise,
8 and subject to satisfaction of any Cure Amount, the Successful
9 Bidder/assignee of any assumed lease or contract will not be subject to any
10 liability to the non-debtor counterparty to such lease or contract that
11 accrued or arose before the closing date of the Sale, and the Debtors shall
12 be relieved of any liability accruing or arising thereafter.

13 15. To the extent notice of the Sales Motion was received, pursuant to
14 sections 105 and 363 of the Bankruptcy Code, any and all creditors of
15 Debtor shall be barred and estopped from taking any action of any kind
16 against Purchaser or the Acquired Assets on account of any claim against
17 Debtor, or any Acquired Asset arising prior to the Closing Date under the
18 APA.

19 16. Purchaser is not a successor to Debtor or its estate by reason of any
20 theory of law or equity and Purchaser shall not assume or in any way be
21 responsible for any liability or obligation of Debtor and/or its estate, except
22 as otherwise expressly provided in the APA, the Agency Agreement and
23 related documents.

24 17. Purchaser is a good faith purchaser within the meaning of section
25 363(m) of the Bankruptcy Code and, as such, is entitled to the full
26 protections of section 363(m) of the Bankruptcy Code.

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 8

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1 The Sale approved by this Order is not subject to avoidance pursuant to
2 section 363(n) of the Bankruptcy Code.

3 18. Notwithstanding Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d),
4 this Order shall be effective immediately upon entry and Debtor is
5 authorized to close the Sale immediately upon entry of this Order.

6 19. The automatic stay provisions of section 362 of the Bankruptcy Code
7 are vacated and modified to the extent necessary to implement the terms
8 and provisions of the APA and the provisions of this Order.

9 20. No bulk sales law or any similar law of any state or other jurisdictions
10 shall apply in any way to the Sale.

11 21. The failure specifically to include any particular provision of the APA
12 in this Order shall not diminish or impair the effectiveness of such provision,
13 it being the intent of the Court that the APA be authorized and approved in
14 its entirety.

15 22. To the extent that any provisions of this Order shall be inconsistent
16 with the provisions in the APA, any prior order, or any pleading with respect
17 to the motions in this case, the terms of this Order shall control.

18 23. Notice of the Sale Hearing and the emergency relief requested in the
19 Sale Motion has been provided by Debtor, whether by telecopy, email,
20 overnight courier or hand delivery, to certain parties in interest, including: (i)
21 the Office of the United States Trustee, (ii) the Internal Revenue Service,
22 (iii) Debtor's twenty (20) largest unsecured creditors, (iv) counsel to Debtor,
23 (v) counsel to the DIP Lender, and (vi) US Bank National Association.

24 Under the circumstances, such notice of the Sale Hearing and the relief
25 requested in the Sale Motion is due and sufficient notice and complies with
26

1 sections 102(1), 364(c) and 364(d) of the Bankruptcy Code and Bankruptcy
2 Rules 2002 and 4001(c).

3 **Store Closing Sales and the Agency Agreement.**

4 24. Subject to the restrictions set forth in this Order, Debtor and
5 Purchaser hereby are authorized to take any and all actions as may be
6 necessary or desirable to implement the Agency Agreement; and each of
7 the transactions contemplated by the Agency Agreement, and any actions
8 taken by Debtor and Purchaser necessary or desirable to implement the
9 Agency Agreement prior to the date of this Order, hereby are approved and
10 ratified.

11 25. This Order and the Agency Agreement shall inure to the benefit of
12 Debtor, its estate, its creditors, and Purchaser, and their respective
13 successors and assigns.

14 26. Debtor and its officers, employees, and agents hereby are
15 authorized to execute such documents as are necessary or desirable to
16 carry out the Store Closing Sales (as defined in the APA) and related
17 actions authorized herein, including (without limitation), executing the
18 Agency Agreement, performing the obligations thereunder, and
19 consummating the transactions contemplated thereby.

20 27. To the extent that any of Debtor's retail store and distribution center
21 locations are designated by Purchaser as a Designated Liquidation
22 Location, Purchaser hereby is authorized to sell all Merchandise located at
23 such Designated Liquidation Location(s) free and clear of all liens, claims
24 and encumbrances thereon (collectively, "Liens"), with any presently
25 existing Liens encumbering all or any portion of the Merchandise or the
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ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 10

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1 Proceeds (if any) attaching only to the Purchase Price payable under the
2 APA and other amounts to be received by Debtor the Agency Agreement.

3 28. Subject to Purchaser's obligations to pay Expenses pursuant to
4 Section 4.1 of the Agency Agreement, Purchaser hereby is authorized to
5 use the Closing Locations (as defined in the Agency Agreement) and all
6 related store services, furniture, fixtures, equipment and other assets of
7 Debtor as designated under the Agency Agreement for the purpose of
8 conducting the Store Closing Sales, free of any interference from any entity
9 or person.

10 29. Provided that the Store Closing Sales are conducted in accordance
11 with the terms of this Order and the Agency Agreement, the Debtors, their
12 landlords and Purchaser are presumed to be in compliance with the
13 requirements of any applicable "going out of business," "store closing,"
14 similar inventory liquidation sales, bulk sale laws or any other laws that
15 purport to regulate, prohibit, restrict, or in any way limit Agent's use, in
16 conformity with the Sale Guidelines, of (i) signwalkers; (ii) interior store
17 signage and banners; and (ii) exterior banners (each a "**GOB Law**," and
18 together, the "**GOB Laws**"). To the extent there is a dispute arising from or
19 relating to the Store Closing Sales, this Order and the Agency Agreement,
20 (each a "**Reserved Dispute**"), which dispute relates to any GOB Law, this
21 Court shall retain exclusive jurisdiction to hear and determine all such
22 Reserved Disputes.

23 30. All newspapers and other advertising media in which a Store Closing
24 Sale is advertised shall be directed to accept the this Order as binding and
25 to allow Debtor and Purchaser to consummate the transactions provided for
26 in the Agency Agreement, including, without limitation, the conducting and

1 advertising of the Store Closing Sales in the manner contemplated by the
2 Agency Agreement.

3 31. All utilities, landlords, creditors and all persons acting for or on their
4 behalf shall not interfere with or otherwise impede the conduct of the Store
5 Closing Sales, institute any action in any court (other than in the Bankruptcy
6 Court) or before any administrative body which in any way directly or
7 indirectly interferes with or obstructs or impedes the conduct of any Store
8 Closing Sales.

9 32. The Bankruptcy Court shall retain jurisdiction over the parties to
10 enforce the Agency Agreement.

11 33. Purchaser shall not be liable for any claims against Debtor other than
12 as expressly provided for in the APA and the Agency Agreement, and
13 Purchaser shall have no successorship liabilities whatsoever.

14 34. Purchaser hereby is authorized, in its discretion and at its sole cost
15 and expense, continue to supply the Designated Liquidation Locations
16 throughout the Sale Term (as defined in the Agency Agreement) with "direct
17 store inventory", including, without limitation, dairy products, bakery
18 products and produce, as provided in the Agency Agreement.

19 35. Purchaser shall have, subject to Purchaser's obligation to pay the
20 Purchase Price and Purchaser's obligations to pay the Expenses, a valid,
21 duly perfected first priority Lien in the Merchandise, DSD Merchandise,
22 FF&E and any Proceeds (as such terms are defined in the Agency
23 Agreement) to which Purchaser is entitled in accordance with the terms of
24 the Agency Agreement.

25 36. No bulk sales law or any similar law of any state or other jurisdiction
26 shall apply in any way to the transactions authorized herein, and Purchaser

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 12

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1 shall expressly be authorized to sell Merchandise through bulk sales in
2 accordance with the Agency Agreement.

3 37. Consistent with Bankruptcy Code section 363(m), the Agency
4 Agreement was negotiated at arm's length, and entered into in good faith by
5 the respective parties, and thus Purchaser is entitled to the benefits and
6 protections provided by Bankruptcy Code section 363(m).

7 38. The consideration provided by Purchaser should be deemed to
8 constitute reasonably equivalent value and fair consideration under the
9 Bankruptcy Code and applicable non-bankruptcy law, and may not be
10 avoided pursuant to Bankruptcy Code section 363(n).

11 39. Consistent with the terms of the Agency Agreement, Purchaser shall
12 not be liable for sales taxes, and Debtor shall be responsible for complying
13 with sales tax obligations, but Purchaser is responsible for providing truthful
14 and accurate information to Debtor to complete the tax returns

15 40. Except as set forth expressly herein and in the APA, nothing
16 contained in this Order shall alter or affect Debtor's obligations under any
17 unexpired lease of nonresidential real property, pursuant to Bankruptcy
18 Code section 365(d)(3). The assumption or rejection of a lease for a
19 Closing Location shall be accomplished by a motion other than the Sale
20 Motion granted hereby.

21 41. Except as expressly provided in paragraph 23 above, nothing in this
22 Order shall be deemed to constitute a ruling on whether any applicable
23 nonbankruptcy state law, regulation, or rule applicable to the Store Closing
24 Sales is preempted by the Bankruptcy Code, nor as to whether the
25 automatic stay applies to any actions by a Governmental Unit and such
26 issues may be litigated by any party.

ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 13

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1 42. Subject to Purchaser's election to designate any of Debtor's retail
2 store and distribution center locations as Designated Liquidation Locations
3 (as defined in the APA), Debtor is authorized, pursuant to Bankruptcy Code
4 sections 363(b) (1) and (f), and subject to the limitations set forth in the
5 APA, including, but not limited to, those set forth in Section 2.7 of the APA,
6 to immediately begin to sell the Merchandise and FF&E located at such
7 Designated Liquidation Locations through the Store Closing Sales.

8 43. Store Closing Sales are approved, subject to the terms and
9 conditions of this Order and the APA and Agency Agreement. The
10 Purchaser shall conduct the Store Closing Sales pursuant to the Sale
11 Guidelines attached to the Agency Agreement as Exhibit 8.1 (the "**Sale**
12 **Guidelines**"), which Sale Guidelines are hereby ratified and approved.
13 Notwithstanding the foregoing, any additional terms contained in side letters
14 between Purchaser and landlords to resolve objections shall control over
15 the Sale Guidelines.

16 44. All sales of Merchandise pursuant to the Store Closing Sales
17 whether by Purchaser or Debtor shall be free and clear of any and all liens,
18 claims, and encumbrances; provided, however, that any such liens, claims,
19 and encumbrances shall attach to the Purchase Price payable under the
20 APA, with the same validity, in the amount, with the same priority as, and to
21 the same extent that any such liens, claims, and encumbrances have with
22 respect to the Merchandise, subject to any claims and defenses that Debtor
23 may possess with respect thereto.

24 45. As provided in the Agency Agreement, Purchaser is authorized to
25 elect to pay retention bonuses as set forth in the Agency Agreement to
26 certain store level Retained Employees (as defined in the Agency

1 Agreement) that have not voluntarily terminated employment nor been
2 terminated for cause.

3 46. Debtor is authorized to discontinue operations at the Closing
4 Locations in accordance with this Order and the Agency Agreement.

5 47. Debtor and Purchaser are authorized and empowered to conduct the
6 Store Closing Sales at the Closing Locations in accordance with the
7 provisions of this Order, the APA and the Agency Agreement, and to take
8 all actions reasonably related thereto or arising in connection therewith,
9 including (without limitation) advertising the Store Closing Sales in
10 accordance with the Agency Agreement and the Sale Guidelines.

11 48. Neither Debtor nor Purchaser nor any of their officers, employees, or
12 agents shall be required to obtain the approval of any landlord or any other
13 third parties to conduct the Store Closing Sales and to take the related
14 actions authorized herein, and the Store Closing Sales are authorized at
15 any Closing Location notwithstanding terms of the lease or other occupancy
16 agreement to which the Debtor is a party governing such Closing Location.

17 49. Post-petition rent and other lease expenses shall be paid pursuant to
18 the Final DIP Order.

19 50. The Court has and will retain jurisdiction to enforce this Sale Order
20 according to its terms.

21 51. Notwithstanding Bankruptcy Rule 6004(g), this Order shall take
22 effect immediately upon its entry.

23 DATED this 29th day of April, 2010.
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HONORABLE PAUL B. SNYDER
United States Bankruptcy Judge

PRESENTED BY:

BRIAN L. BUDSBERG, P.L.L.C.

By /s/ Brian L. Budsberg
Brian L. Budsberg, WSBA #11225
Attorneys for Liquidation Outlet, Inc.

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ORDER AUTHORIZING (I) SALE, AT AUCTION - (No. 10-42279-
PBS) - 16

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